

**U.S. Department of Labor**

Office of Administrative Law Judges  
800 K Street, NW, Suite 400-N  
Washington, DC 20001-8002

(202) 693-7300  
(202) 693-7365 (FAX)



**Issue Date: 06 July 2006**

*In the Matter of:*

**In the Matter of  
ADMINISTRATOR, WAGE AND HOUR  
DIVISION,  
UNITED STATES DEPARTMENT OF LABOR  
Complainant/ Prosecuting Party**

**v.**

**2006 LCA 00003**

**SOFT LABS INC.,  
Respondent**

**DECISION AND ORDER  
APPROVING STIPULATION**

**This case was brought** pursuant to 20 C.F.R. § 655.820 et seq., as amended by the interim final regulations published by the Department of Labor on December 20, 2000, 65 Fed. Reg. 80110 et seq. (2000) to implement the H-1B provisions of the Immigration and Nationality Act (INA), 8 U.S.C. §§ 1101(a)(15)(H)(i)(B) and 1182(n), and in accordance with 29 C.F.R. Part 18 of the Rules of Practice and Procedure of the Office of Administrative Law Judges. A hearing was scheduled for June 14, 2006 in Detroit, Michigan.

On June 30, 2006 I received a Settlement Agreement and Consent findings from the parties. The parties stipulate, to an entry of findings, stated in part:

Pursuant to the parties' agreement, Soft Labs agrees to accept the following violation: Soft Labs, Inc. substantially failed to provide notice of the filing of LCA(s) in violation of 20 CFR §655.734. See, 20 CFR §655.805(a).

The violation includes substantial failure to post notices of LCA(s) filings for ten days in two conspicuous locations at each place of employment (worksite or physical location where the work is actually performed) where each of its H-1B nonimmigrant workers were employed.

Remedy: A civil money penalty in the amount of \$33,000.00 is imposed. Soft Labs, Inc. will comply with 20 CFR §655.734 in the future and post notices of LCA(s) filings for ten days in two conspicuous locations at each place of employment (worksite or physical location where the work is actually performed) where each of its H-1B nonimmigrant workers will be employed.

The United States Department of Labor's Employment and Training Administration (ETA) and the Attorney General (AG) shall be notified of this violation when it becomes final. See, 20 CFR §655.855(a). The AG, upon notification, is required to deny any petitions filed by Soft Labs, Inc. under 8 U.S.C. §1154 and §1184(c) for the prescribed period of time beginning

on the date of receipt of the notification. See, 20 CFR §655.855(c) and 20 CFR §655. 810. Upon receipt of the notification, ETA will invalidate any current LCAs (with respect to future hires) and not accept for filing any new LCA for the period of time specified by the AG. See, 20 CFR §655.855(d).

Soft Labs agrees to accept the above violation and agrees that it will be affirmed by the Court as provided herein in accordance with the NA and applicable regulations.

Soft Labs agrees to pay to the Administrator, in full and complete settlement of all monetary issues raised in the Administrator's Determination Letter addressing Soft Labs failure to comply with the requirements of 20 CFR §655.734, the amount of \$33,000.00 in civil money penalties with interest (\$1 83.74) in this proceeding for a total payment of \$33,183.74.

The civil money penalty and interest amount identified immediately above shall be paid by Soft Labs to the Administrator in one initial payment and nine subsequent monthly installments. The initial payment in the amount of \$11,000 shall be paid by Soft Labs to the Administrator and received no later than July 14, 2006. The balance due of principal and interest shall be paid by Soft Labs to the Administrator according to the installment schedule (set forth in Appendix A attached to the Settlement Agreement and incorporated into it by reference.)

On or before the date of each installment referenced above, Soft Labs agrees to deliver to the Administrator a certified check or cashier's check in the amount of each installment payment as identified and set forth in Appendix A. Each check shall be made payable to the order of "The United States Department of Labor-Wage and Hour Division". The initial payment only shall be sent to the Office of the Solicitor, United States Department of Labor, 230 5. Dearborn Street, 8~ Floor, Chicago, IL 60064. Soft Labs' check for each installment payment shall be sent to the United States Department of Labor, Wage and Hour Division, 211 West Fort Street, Room 1317, Detroit, MI 48266. All payments made by Soft Labs shall be made free and clear and payment of the above amount by Soft Labs to the Administrator shall be received no later than the identified due date reflected in Appendix A attached to this Settlement Agreement.

Should Soft Labs fail to make any of the aforesaid payments and/or installments on or before the due date provided herein, the entire amount of the civil money penalty and interest agreed to be paid shall become immediately due and payable without further notice or demand by the Administrator to Soft Labs. Furthermore, Soft Labs shall pay any and all costs and expenses incurred by the Administrator in enforcing the terms and conditions of this Agreement. Any defaulted balance shall be subject to the assessment of interest and penalties at rates determined by the U.S. Treasury as required by the Debt Collection Improvement Act of 1996 (Public Law 104-134) published by the Secretary of the Treasury in the Federal Register and other delinquent charges and administrative costs shall also be assessed. In the event of default, the Administrator and/or Secretary of Labor intends to pursue enforcement of this agreement and/or any additional collection action that may include, but is not limited to, administrative offset, referral of the account to credit reporting agencies, private collection agencies, and/or the Department of Justice.

This Settlement Agreement resolves only those issues raised in the Administrator's Determination Letter of October 26, 2005 with respect to Soft Labs compliance with the provisions of the NA and the applicable regulations. Soft Labs agrees to comply with the provisions of the INA and the applicable regulations in the future with respect to Soft Labs' petitioning for and employing H-1B nonimmigrants.

Each party agrees to bear its own costs, attorney's fees and other expenses incurred by such party in connection with any stage of this proceeding to date with no costs, including, but not limited to, any and all costs referenced under the Equal Access to Justice Act, as amended.

*After having been* fully advised in these premises, and having reviewed the Consent Findings, the agreement constitutes a fair, adequate and reasonable settlement of the complaint and it is therefore

### **ORDERED**

1. That the Consent Findings shall be, and the same hereby is **APPROVED** pursuant to the provisions of 20 C.F.R. § 507.700, and
2. That this case is hereby **DISMISSED** with Prejudice.

**A**

DANIEL F. SOLOMON  
Administrative Law Judge

**NOTICE OF APPEAL RIGHTS:** To appeal, you must file a Petition for Review ("Petition") that is received by the Administrative Review Board ("Board") within thirty (30) calendar days of the date of issuance of the decision. *See* 20 C.F.R. § 655.845(a). The Board's address is: Administrative Review Board, U.S. Department of Labor, Room S-4309, 200 Constitution Avenue, NW, Washington, DC 20210. Once an appeal is filed, all inquiries and correspondence should be directed to the Board.

At the time you file the Petition with the Board, you must serve it on all parties as well as the administrative law judge. *See* 20 C.F.R. § 655.845(a).

If no Petition is timely filed, then the decision becomes the final order of the Secretary of Labor. Even if a Petition is timely filed, decision becomes the final order of the Secretary of Labor unless the Board issues an order within thirty (30) days of the date the Petition is filed notifying the parties that it has accepted the case for review. *See* 29 C.F.R. § 655.840(a).